



SDMS DocID 559834

City of Portsmouth, New Hampshire

CITY HALL . . . 126 DANIEL STREET

January 24, 1979

The Honorable Board of Selectmen
Town Office
Newington, N.H. 03801

Superfund Records Center
SUE _____ Coakley
BREAK. _____ 119
OTHER: _____ 559834


Attn: Mr. Frederick H. Smith

Gentlemen:

Enclosed herewith is a fully executed contract, Newington and the City of Portsmouth, for the Land-fill use in the Town of North Hampton (Coakley Pits) for the years 4th of January, 1979 through January 3rd, 1981, as per section 4 of the Agreement.


Thank you,


Sincerely,


Calvin A. Carney
City Manager

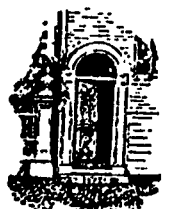
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Enclosure

*Town of
Newington
evidence*



Contract b/n
City of Portsmouth
and TON

ty of the Open Door"



A G R E E M E N T

Whereas the City of Portsmouth, New Hampshire has entered into an agreement to act as principal agent in the operation of a sanitary land fill in the Town of North Hampton, New Hampshire, and

Whereas the Town of Newington, New Hampshire is desirous of participating in said sanitary land fill, Now, Therefore, for and in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. The Town agrees to abide by the terms and conditions contained in the contract between the City and the Landowners of the Coakley landfill and the Town of North Hampton;
2. The Town agrees to participate for and during the term of the contract as aforesaid;
3. The Town agrees that the landfill area be used as a depository for solid waste with the exception of that from demolished buildings, junked automobiles, machinery, and tree stumps which are of a size that cannot be effectively cut up by 'wood-chipper' equipment;
4. The Parties agree that the term of this agreement shall be for two (2) years beginning on the 4th day of January, 1979 and ending on the 3rd day of January, 1981 unless it shall be determined under the Master Contract that there is insufficient useable landfill area remaining to continue operations;
5. That the landfill operation shall be open for those hours and times as set forth in the Master Contract;
6. That the Town shall pay to the City full and within 45 days after receipt of billing, that portion of its share of the expenses of the operation of the Sanitary Landfill as has been agreed upon in this Contract;

7. The Town agrees that it will assume the responsibility for contracting for commercial carriers and for policing them to insure that the material as may be delivered by them to the site has been collected within its municipal boundaries;
8. The Town agrees that it will assume the responsibility of requiring all its users of the landfill area to display a decal to be obtained from Town Offices;
9. The Town agrees that it will register with the City all municipal and commercial carriers engaged in the transporting of solid waste to the facility, and further agrees that any and all bills for services to these carriers will be sent directly by the City of Portsmouth to the contracting community who shall be responsible for said bills;
10. The Town agrees that all costs which are required by reason of the landfill operation by the terms of the original contracts will be assessed according to the basis as setforth in them;
11. The Town agrees that it shall participate in the landfill in an amount, at least equal to the average tonnage of calendar year 1979 and, if its tonnage is reduced below that amount to pay in support of the landfill operation, the current fee per ton based upon said average tonnage for the full term of the contract;
12. The Town agrees that it shall be responsible for its assessment and that it shall pay the same whether or not it uses the landfill during the period that the landfill facility is available or for a full period of two (2) years whichever shall come first.

- link between
muni + comm.

- control over
trans. of
waste

IN WITNESS whereof the Parties Hereto have set their hand and
seals this 22ND day of JAN 1979.

CITY OF PORTSMOUTH, N.H.

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TOWN OF: NEWINGTON, NH

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